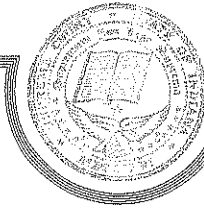


SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

June 17, 2014

Mr. James Colbert
The Polis Center
1200 Waterway Blvd., Suite 100
Indianapolis, IN 46202

Dear Mr. Colbert:

Your request, on behalf of The Polis Center, to obtain bulk distribution of non-confidential court records from the Indiana Protective Order Registry has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information.

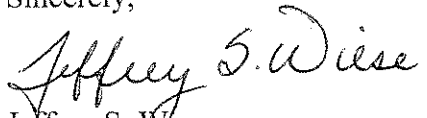
Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

An executed copy of your user agreement, is enclosed. The agreement will expire on January 31, 2015. The reason that this approval is only until that date is because the Division may revise Form TCM-AR9(F)-1 for use in 2015. Also enclosed is an executed copy of your User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management.

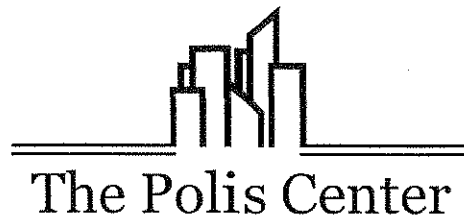
If you have any questions, please contact me at Jeffrey.wiese@courts.in.gov or (317) 232-2542 or staff attorney Richard Payne at richard.payne@courts.in.gov or (317) 234-5398.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey S. Wiese". The signature is written in a cursive style with a large, stylized "J" and "W".

Jeffrey S. Wiese
Director of Trial Court Management

Enclosures: User Agreement
 Odyssey User Agreement



June 6, 2014

Jeffrey S. Wiese
Director of Trial Court Management
Division of State Court Administration

Dear Mr. Wiese:

This is in response to The Polis Center's request for 2012-2013 Protective Order Data.

In regards to the list of all business entity names related to The Polis Center, the only one that exists is "Indiana University".

In regards to the request for company policies provided to our clients I am attaching two documents. The first is our agreement with Domestic Violence Network, part of which includes analyzing protective order data. The second is the confidentiality agreement that employees sign to access confidential data.

Please let me know if there any other items needed to complete the data request.

Sincerely,

A handwritten signature in cursive script that reads "James Colbert". The signature is written in black ink and is positioned above the printed name and title.

James Colbert
GIS Project Manager
The Polis Center at IUPUI



Office of Research Administration
980 Indiana Ave, Room 2232
Indianapolis, IN 46202-2915
Phone: (317) 278-3473 Fax (317) 274-8932
E-mail: spoon2@iupui.edu

INDIANA UNIVERSITY

AGREEMENT FOR RESEARCH SERVICES OR TECHNICAL ASSISTANCE

THIS AGREEMENT is entered into this 27th day of February, 2014 between the Domestic Violence Network ("Sponsor") and the Trustees of Indiana University ("University").

Sponsor wishes to contract with University for certain work and/or services and/or deliverables as described herein. University has the necessary personnel and facilities to produce the deliverables or perform the work and/or services for Sponsor and agrees to participate in accordance with the terms below.

THEREFORE, it is agreed as follows:

Article 1. Scope of Work

University will perform the work as described Addendum A. David J. Bodenhamer, a University faculty member, will supervise all work to be performed under the terms of this Agreement. In the event the University faculty member is unable or unwilling to continue with this project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Article 4. Should Sponsor issue a purchase order to reimburse University for work performed under this agreement, both parties agree that any preprinted terms on the purchase order DO NOT APPLY to the work being performed under this agreement.

Article 2. Period of Performance

The work to be performed under the terms of this Agreement shall be conducted during the period March 3, 2014 to September 30, 2014 unless changed by mutual consent of the parties by written amendment to this Agreement.

Article 3. Payment

A. It is understood that this is a fixed price agreement. The cost to Sponsor for University's performance of this Agreement shall be \$50,000.

B. Upon presentation of an invoice, Sponsor shall make payments to University as follows:

Upon execution of this Agreement	\$10,000
April 30, 2014	\$10,000
June 30, 2014	\$10,000
August 31, 2014	\$10,000
September 30, 2014	\$10,000

C. Checks should be made payable to Trustees of Indiana University and sent to:

Indiana University
Research Administration
Dept 78867
PO Box 78000
Detroit, MI 48278-0867

Tax ID# 35-6001673

Article 4. Termination

This Agreement may be terminated by either party providing written notice to the other party thirty (30) days prior to the effective date of termination. In the event of termination prior to the ending date stated in Article 2, Sponsor shall reimburse University for all costs and non-cancellable commitments incurred prior to the date of termination.

Article 5. Confidential Information

University acknowledges that Sponsor may, prior to and during the term of this Agreement, provide University with proprietary, scientific, technical, business, or other information which is treated by Sponsor as confidential or proprietary ("Confidential Information"). In recognition that University is a non-commercial, academic institution, Sponsor agrees to limit to the extent possible the delivery of confidential information to University. Each party shall hold such Confidential Information in strict confidence and shall treat such information in the same manner as it treats its own confidential information. University retains the right to refuse to accept any such information or data from Sponsor which it does not consider to be essential to the completion of the Agreement or which it believes to be improperly designated. The Confidential Information provided to University by Sponsor will remain the property of the Sponsor, and will be disclosed only to those persons necessary for the performance of this Agreement. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality. The obligations of University to maintain confidentiality under this Agreement will survive its expiration or termination and will endure for five (5) years from date of disclosure. The obligation of non-disclosure and non-use of Confidential Information shall not apply to the following:

- (a) information that is already known to University prior to the effective date, as evidenced by University's records;
- (b) information that becomes publicly known without the wrongful act or breach of this Agreement by University;
- (c) information that has been or is disclosed to University by a third party who was not, or is not, under any obligation of confidence or secrecy to Sponsor at the time said third party discloses to University, or has the legal right to do so;
- (d) information that is developed independently by employees of University who had no access to or knowledge of the Confidential Information, as evidenced by University's records;
- (e) information that is approved for release by written authorization of the Sponsor;

- (f) information that is required to be disclosed by law (including Indiana's Open Records Act) or governmental regulation or to any governmental entity with jurisdiction, provided University promptly notifies Sponsor, if reasonably practical or possible, in writing of such request.

Article 6. Publication

In accordance with its policies, University is free to publish, present, or use any results arising out of the performance of this Agreement for its publication, presentation, instruction or research objectives.

Sponsor shall have the right to review and comment on the use, disclosure and the finished product prior to its publication. Such review will also serve to assure that no Confidential Information is contained in the finished product. As such, the scope of Confidential Information in this publication context does not include the results arising out of the performance of this Agreement. All such requests shall be made in writing and delivered to Sponsor. Sponsor shall have thirty (30) days to review such requests and will respond in writing. If Sponsor has not responded in thirty (30) days, the request shall be deemed approved.

Article 7. Intellectual Property Policy

If the work describe in Addendum A involves Sponsor's proprietary materials, software or device, any discovery, invention relating to Sponsor's proprietary materials, software or device including improvements, enhancements or modifications of, or new uses of Sponsor's proprietary materials, software or device discovered by University or University personnel, including University faculty member shall be the sole property of Sponsor. University or University personnel will cooperate with Sponsor in obtaining whatever patent or other protection that may be available on the same and will execute documents deemed necessary by the Sponsor for the purposes of securing such patent or other protection. The Sponsor will reimburse University for reasonable expenses incurred in such efforts.

Article 8. Indemnification by Sponsor

The Sponsor will defend, indemnify and hold harmless University, its affiliated institutes, and their trustees, officers, employees, agents, and third parties acting on its/their behalf or with its/their authorization from any and all suits, actions, claims, demands, judgments, costs or liabilities, including attorneys fees and court costs at the trial and appellate levels, for Sponsor's use of the data, results, or materials, including any products or tangible items developed or made therefrom, received from the University or University personnel.

Article 9. Merger

This Agreement supersedes all prior oral and written proposals and communications and sets forth the entire agreement of the parties with respect to the subject matter hereof.

Article 10. No Warranty

University makes no representations or warranties, either express or implied, as to any matter including but not limited to the condition or quality of the Deliverables or their merchantability or

fitness for a particular purpose. University will have no liability or responsibility for or regarding any claims, damages or losses arising out of the use by the Sponsor or by any party acting on behalf of or under authorization from the Sponsor of the deliverables, or out of any use, sale or other disposition by the Sponsor or by any party acting on behalf of or under authorization from the Sponsor of any product or technique which is the subject of the Services or is created or modified based on the deliverables.

Article 11. Modifications

Any modification to this Agreement shall be in writing and signed by both Sponsor and University.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

INDIANA UNIVERSITY

SPONSOR

Signed: 

Date: 3/14/14

Signed: Kelly McBride

Date: 3/17/14

Name: Nicole Hague
Title: Contract Officer

Name: Kelly McBride
Title: Executive Director

PRINCIPAL INVESTIGATOR

Signed: 

Date: 3/17/14

Name: David J. Bodenhamer
Title: Principal Investigator

KC 26600695

THE POLIS CENTER
Confidentiality and Non-Disclosure Statement

THE POLIS CENTER collects and maintains information of a confidential or sensitive nature. Your position at THE POLIS CENTER may provide you with access to this information. Disclosure of this information could violate federal, state, or local statute, or University policy, and could harm the relationships which THE POLIS CENTER maintains with its clients and data providers.

It is therefore the policy of THE POLIS CENTER to have individuals sign this agreement in recognition of the need to maintain confidential information at all times, both at work and off-duty. For the purposes of this agreement, "confidential information" shall mean all information collected, created, or maintained by THE POLIS CENTER, which is designated by the client or by the management of THE POLIS CENTER as confidential or sensitive in nature. When in question, information should be treated as confidential.

Your signature below indicates that you will **not**:

- Discuss or disclose any confidential information to any person or entity, except professional staff of THE POLIS CENTER who have signed a similar agreement, or clients of THE POLIS CENTER with the appropriate position to have access to the information.
- Entice, induce or encourage any other staff to violate the restrictions of this agreement.
- Misuse or obtain confidential information not essential to your job.
- Disclose a password or other access to confidential information to any unauthorized person.

If you have reason to believe that confidential information has been disclosed, or that unauthorized persons may have had access to confidential information, you will contact the management of THE POLIS CENTER immediately.

A violation of these confidentiality standards may result in disciplinary action up to and including termination, and may result in criminal prosecution.

I certify by my signature that I will abide by THE POLIS CENTER policies and this agreement regarding the disclosure and use of confidential information.

Employee Name (printed)

Employee Signature

Date



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR THE USE OF BULK DATA FROM INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between The Polis Center and the Division of State Court Administration (hereafter referred to as "Division"):

RECITALS

- WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and
- WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and
- WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and
- WHEREAS, The Polis Center has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
 - A. The Division will provide The Polis Center the initial data extract pursuant to the Order.
 - B. The Division will provide an invoice for each extract which in this instance will be billed to Domestic Violence Network.
 - C. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
 - D. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data.** Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the court maintaining a particular record. If the record contains financial data, it may include

interest that has accrued or other charges that have become due since the last financial transaction. The Clerk's office can provide current financial information.

5. **Compliance with Law.** Any party whose Bulk Data Agreement has been approved hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the bulk data.
6. **Incorporation by reference.** All terms and conditions of the User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access entered into with the Division of State Court Administration are incorporated into this Agreement. The Polis Center agrees to use and disseminate the Odyssey data provided under this agreement in the manner permitted by said User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access.
7. **Effective Date and Commencement of Terms.** This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all parties.

Indiana Supreme Court Division of State Court Administration

The Polis Center

By: _____



David J. Remondini
Chief Deputy Executive Director
Division of State Court Administration

By: _____



Printed Name: JAMES COLBERT
Title: GIS PROJECT MANAGER

Date: _____

5-28-14

Date: _____

6-4-14



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration (“Division”) and The Polis Center (“Requesting Party”) hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information (“Agreement”) for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court (“Rule 9”).

Recitals

- A. Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a court simply by the approval of this user agreement by the Division.
- F. The Requesting Party may be required to pay an amount which the Court determines is the fair market value of the information requested.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies’ policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

- A. “Administrative Record” means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
- C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form, as is, and without modification or compilation.
- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
- E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
- F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
- G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Records" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
- K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
- L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Grant.

A. Court Records Not Maintained in the Odyssey data repository. Subject to specific permission from the Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified below for the Requesting Party's own use in accordance with the

terms and conditions contained herein. Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any clerk or Court to provide Court Records to the requesting Party. Under Administrative Rule 9(F), the Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Courts must determine on an individual basis whether to assess a charge for providing the Court Records, and Courts may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

(1) Court Records sought:

Bulk Data, Protective Order data (name, race, date of birth but only birth year to be granted, cause number and relationship of petitioner and respondent) for the years 2012 – 2013.

(2) Requested Courts:

All Protective Order Registry counties

B. Court Records Maintained in the Odyssey data repository. The Division grants the Requesting Party authorization to receive bulk distribution of Odyssey records upon execution of a separate User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, Form TCM-AR9(F)-7, and payment for such records in accordance with Administrative Rule 9 and the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

3. Rights and Interests. It is the parties' intent that all rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.

4. Ongoing Data Scrubbing and Update Requirements. The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is

not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance With Authorities. The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data. The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make bulk distribution of the Court Records or reconfigure the Court Records for subsequent bulk distributions.

C. Policies for dissemination of Data. The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. Bulk Transfer to Third Parties. The Requesting Party is prohibited from making a bulk distribution of the data or the compiled information obtained through this agreement to another party.

7. Reporting Requirement. With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. Disclosure Requirements. The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed

data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal.** This agreement expires on **January 31, 2015**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2015**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;

B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;

C. The original Request provided to the Division from the Requesting Party as Exhibit C; and

D. The approval letter provided to the Requesting Party from the Division as Exhibit D.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 28th day of MAY, 2014.

The Polis Center


By: 

Printed: JAMES COLBERT

Title: GIS PROJECT MANAGER

Date: 6-4-14

Indiana Supreme Court Division of State
Court Administration

By: 

David Remondini

Chief Deputy Executive Director, Indiana
Supreme Court, Division of State Court
Administration

Date: 5-28-14